

This instrument was prepared by **Joel D. Ragland** of the law firm of Harvill, Ross, Hogan & Ragland, 107 North Third Street, Post Office Box 925, Clarksville, Tennessee 37041-0925.

**BY-LAWS
OF
MAPLE HILLS HOMEOWNERS ASSOCIATION**

The undersigned being all of the present owners of the Lots in **MAPLE HILLS, SECTION 1**, (the "Subdivision") as shown by plat of record in Plat Book 13, Page 285, in the Register's Office Cheatham County, Tennessee, do hereby set forth and adopt the following **BY-LAWS** for the **MAPLE HILLS HOMEOWNERS ASSOCIATION** (hereinafter called "the Association"). The undersigned do hereby desire that this Agreement shall establish a Master Homeowners Association for any subdivision or developments constructed on any realty purchased by the undersigned in the deed of record in Record Book 230, Page 900, in the Register's Office for Cheatham County, Tennessee and designated as **MAPLE HILLS**. The Developer reserves the right to add or annex to this regime any subdivision or developments constructed on said realty, as well as on any realty purchased by Developer hereafter adjacent hereto.

MEMBERS

Section 1: Every Lot Owner who is subject to assessment by the Association as hereinafter provided shall be a member of the Association. Membership shall be appurtenant to, and may not be separated from, ownership of any Lot which is subject to assessment. When any Lot is owned of record as tenants in common, tenancy by the entirety, or by some other legal entity, their membership as to such Lot shall be joint, and in the rights of such membership, including the voting power arising there from, shall be exercised as specified herein. A corporate member's vote shall be cast by the president of the Member Corporation or by any other officer or proxy appointed by the president or designated by the Board of Directors of such corporation. When two or more persons hold an interest in any Lot as owners thereof, all such persons shall be members. The vote for such Lot shall be exercised

Delores Moulton, Register
Cheatham County Tennessee
Instrument #: 103341
Rec #: 146500
Rec'd: 70.00
State: 0.00
Clerk: 0.00
EDP: 2.00
Total: 72.00
Recorded
10/9/2007 at 11:54 AM
in Record Book
265
Pgs 374-387

by one of such persons as proxy or nominee for all persons holding an interest as owners in the Lot and in no event shall more than one vote be cast with respect to any Lot, except as provided below with respect to Developer. If joint owners are unable to specify by their majority vote how their vote shall be cast, then no vote shall be cast with respect to such Lot.

Section 2: The Association shall have two classes of voting membership:

Class A: The Class A members shall be all Lot owners, with the exception of the Developer or their Assignees as hereinafter provided, and shall be entitled to one vote for each Lot owned. When more than one person holds an interest in any Lot, all such persons shall be members. The vote for such Lot shall be exercised as they determine, but in no event shall more than one vote be cast with respect to any Lot.

Class B: The Class B members shall be the Developer and any assignee of the Developer to whom such rights have been assigned in writing. The Class B members shall be entitled to four votes for each Lot owned. For voting purposes, any and all Lots shown on the Master Plan, but not yet platted shall also be counted as Lots owned by the Developer or its' Assignee and the Owner of any such unplatted Lots shall be entitled to four votes for each Lot owned prior to the termination of the Class B membership and one vote for each unplatted Lot thereafter.

Section 3: The Class B membership shall continue until the earlier of: (1) one year after 100% of the total Lots shown on the Master Plan has been sold by the Developer; (2) ten years from the later of the day hereof or the date of the last supplement to this declaration; or, (3) the Developer's election by notice to the Association to relinquish such additional voting rights, hereinafter referred to as "the transfer of control", afterwhich time the Class B membership interest shall terminate and the Developer shall have only one vote for each Lot that it owns.

Section 4: The first regular annual meeting of the members may be held, subject to the terms hereof, on any date, at the option of the Board of Directors,

provided, however, that the first meeting may be held no later than the earlier of the following events: (1) four months after all of the Lots have been sold by the Developer or (B) fourteen years following conveyance of the first Lot by the Developer. There shall be an annual meeting of members which shall be held annually within thirty days of the anniversary of the initial membership meeting. At the first meeting the members shall elect the Directors who shall constitute the First Board. Until the first meeting, the undersigned shall exercise the authority vested in the Board. Special meetings of the members may be called by the president of the Board or by a majority of the Directors on the Board or by the members having at least 40% of the votes entitled to be cast at a meeting of the members. The special meeting shall be called by delivering written notice to all members not less than ten (10) days prior to the date on which said meeting is called, stating the date, time and place of said special meeting and the matters to be considered. Such notice may be delivered either personally or by U.S. Mail postage prepaid.

GOVERNMENT OF THE ASSOCIATION

Section 1: A Board of Directors, each of whom shall have one vote shall govern the affairs of the Association. The Board shall include five members. Except with respect to Directors appointed by the Developer, the Directors shall be members or spouses of such members. In the case of an owner who is a corporation or a partnership, the person designated in writing to the Secretary of the Association as the representative of such corporation or partnership shall be eligible to serve as a Director.

Section 2: (Directors during Class B Control).

(A) The Directors shall be selected by the Class B member acting in its' sole discretion, and shall serve at the pleasure of the Class B member until the first to

occur of the following;

- 1) When 100% of the Lots planned for the property have been conveyed to persons other than the Developer or Builders holding title solely for the purposes of building and sale;
- 2) December 31st, 2017.

(B) Within thirty days thereafter the Class B members shall cause the Board to call a meeting, to advise the membership of termination of the Class B control period and to elect Directors from Class A members.

(C) Within thirty days after the termination of the Class B control period, the Association shall call an annual meeting to be held at which Class A members shall elect five Directors, two of whom shall be elected for a term of three years, and two of whom for a term of two years and one for a term of one year. At the expiration of the initial term of office each members of the Board of Directors, a successor shall be elected to serve for a term of two years. The Directors elected by the members shall hold office until their respective successors have been elected by the Association. Directors may be elected to serve any number of consecutive terms.

REMOVAL OF DIRECTORS

Any Director may be removed, with or without cause, by the votes of the members representing a majority of the votes entitled to be cast for the election of such Director. Any Director whose removal is sought shall be given notice prior to any meeting called for that purpose. Upon removal of a Director, a successor shall then and there be elected by the members entitled to elect the Director so removed to fill the vacancy for the remainder of the term of such Director. A Director who has three consecutive unexcused absences from board meetings or who is delinquent in the payment of any assessment or other charge due the Association for more than thirty days may be removed by a majority of the Directors present at a regular or

special meeting, at which a quorum is present, and a successor may be appointed by the board to fill the vacancy for the remainder of the term. In the event of the death, disability or resignation of a Director a vacancy may be declared by the board and it may appoint a successor.

EFFECTIVE DATE

The effective date of these By-Laws shall be upon their recording in the office of the Register's of Deeds of Cheatham County, Tennessee.

MEMBERSHIP MEETINGS

There shall be an annual meeting of members which shall be held annually within thirty days of the anniversary of the initial membership meeting. At the first meeting of the members shall elect the Directors who shall constitute the First Board. Until the first meeting, the undersigned shall exercise the authority vested in the Board. Special meetings of the members may be called by the president of the Board or by a majority of the Directors on the Board or by the members having at least 40% of the votes entitled to be cast at a meeting of the members. The special meeting shall be called by delivering written notice to all members not less than ten (10) days prior to the date on which said meeting is called, stating the date, time and place of said special meeting and the matters to be considered. No business shall be transacted at a special meeting except as stated in the notice. Such notice may be delivered either personally or by U.S. Mail postage prepaid. Meetings of the Association shall be held at the principal office of the Association or at such other suitable place convenient to the members as may be designated by the Board of Directors either within the properties or as convenient thereto as possible and practical. Waiver of notice of a meeting of the members shall be deemed the equivalent of proper notice. Any member may, in writing, waive notice of any meeting

of the members, either before or after such meeting. Attendance at a meeting by a member shall be deemed a waiver by such member of notice of the time, date and place thereof, unless such member specifically objects to lack of proper notice at the time the meeting is called to order. Attendance at a special meeting shall also be deemed a waiver of notice of all business transacted thereat unless objection to the calling or convening of the meeting, of which proper notice was not given, is raised before the business is put to a vote. If any meeting of the Association cannot be held because a quorum is not present, the majority of the members who are present at such meeting may adjourn the meeting to a time not less than five, nor more than thirty days from the time the original meeting was called. At the reconvened meeting, if a quorum is present, any business, which might have been transacted at the meeting originally called, may be transacted. If a time and place for reconvening the meeting is not fixed by those in attendance at the original meeting, or if for any reason a new date is fixed for reconvening the meeting after adjournment, notice of the time and place for reconvening the meeting shall be given to members in the manner prescribed for regular meetings. Members present at a duly called or held meeting at which a quorum is present may continue to do business until adjournment, notwithstanding the withdrawal of enough members to leave less than a quorum, provided that members or their alternatives representing at least fifteen percent of the total votes of the Association remain in attendance, and provided further than any action taken is approved by at least the majority of the members required to constitute a quorum.

POWERS AND DUTIES OF THE BOARD

The Board shall have the following powers and duties:

- (a) To elect and remove such officers of the Association as a majority of the

Board deems necessary.

(b) To administer the affairs of the Association.

(c) To elect such officers as the Board shall deem appropriate, provided however there must be at least a president and secretary of the Board elected annually.

(d) It shall be the duty of the Board to see that the Association meets primarily for its duly appointed purposes.

(e) To employ and contract with a Management Company.

(f) To do those things as are reasonably necessary to effectuate the purposes of the Association under the terms and provisions hereinafter set out.

(g) To secure a general liability insurance policy to protect the Association, Members, Board Members, Officers and Agents.

(h) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping and decorative fencing and entrance signs and street signage, speed limit signs, etc. located at the entrance way to the Subdivision. This maintenance of entrance way may include erection of a manmade structure such as brick columns, etc. in addition to shrubbery, however such manmade entrance way must be approved at the annual meeting or at a specially called meeting of the membership.

(i) To provide for the maintenance, repair and replacement of all exterior lights situated on utility poles or other exterior poles in the Subdivision if not provided by local utility company. However, this provision shall not apply to any exterior light erected by any member.

(j) To do all things necessary to maintain the drainage basins, flood areas, open spaces and retention basins as more further described as hereinafter set out.

(k) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping of any "roadway islands" in the subdivision.

(l) To mow and clean any lot which is not being maintained in accordance with the Deed of Restrictions as to **MAPLE HILLS** and to assess the costs thereof as a lien in accordance with the provisions of Effect of Nonpayment of Assessments as hereafter set out in these By-Laws.

(m) To enforce the restrictive covenants of **MAPLE HILLS**.

(n) To establish and adopt an annual budget for the Association.

(o) To exercise at the appropriate time, the architectural control provisions as set forth in the restrictive covenants of **MAPLE HILLS**.

BOARD MEETINGS

The first meeting of the Board of Directors following each annual meeting of the membership shall be held within ten days thereafter at such time and place as shall be fixed by the Board. Regular meetings of the Board of Directors may be held at such time and place as shall be determined from time to time by a majority of the Directors. Notice of the time and place of the meetings shall be communicated to Directors not less than four days prior to the meeting, provided, however, notice of a meeting need not be given to any Director who has signed a Waiver of Notice or a written consent to the holding of the meeting. Special Meetings of the Board of Directors shall be held when called by a written notice signed by the president of the Association or by a majority of the Directors. The notice shall specify the time and place of the meeting and the nature of any special business to be considered. The notice shall be given to each Director by one of the following methods: (A) by personal delivery; (B) written notice by first-class mail, postage prepaid; (C) by telephone communication, either directly to the Director or to a person at the

Director's office or home who would reasonably be expected to communicate such notice promptly to the Director. All such notices shall be given at the Director's telephone number or sent to the Director's address as shown on the records of the Association. Notices sent by first-class mail shall be deposited into a United States mailbox at least four days before the time set up for the meeting. Notices given by personal delivery or telephone shall be delivered or telephoned at least 72 hours before the time set for the meeting.

WAIVER OF NOTICE OF MEETING OR CONSENT TO ACTION

Any director may waive notice of a meeting, consent to the holding of a meeting without notice or consent to any action proposed to be taken by the Board without a meeting. A Director's attendance at a meeting shall constitute such Director's waiver of notice at said meeting.

REMOVAL OF DIRECTORS

Any Director may be removed from office by a vote of the members having at least two thirds (2/3) of the votes entitled to be cast by all the members, with or without cause.

COMPENSATION OF DIRECTORS

Members shall receive no compensation for their services as Directors unless expressly provided for in resolutions duly adopted by the majority of the votes cast by Members of the Association.

QUORUM

A majority of the Directors then in office present at a board meeting shall constitute a quorum with regard to that meeting. A quorum of members shall not be required at any membership meeting.

EFFECT OF NONPAYMENT OF ASSESSMENTS

Any assessment, dues or membership fees not paid within fifteen (15) days after the date thereof shall be considered delinquent and shall incur a late charge as set by the Board of Directors.

The lien created hereby may be perfected by the Board by the filing of a Notice of Lien in the Register's Office of Cheatham County, Tennessee, which shall run with the land setting forth the following:

- (a) The name of the delinquent owner;
 - (b) The legal description and street address of the Lot against which the claim of lien is made;
 - (c) The total amount claimed to be due and owing for the amount of delinquency, interest thereon, collection costs and reasonable attorney's fees;
 - (d) That the claim of lien is made by the Association pursuant to the By-Laws;
- and,
- (e) That a lien is claimed against the described property in an amount equal to the amount stated, together with all other amounts becoming due from time to time in accordance with the By-Laws.

The Notice of Lien must be signed by the president of the Board of Directors or his designee.

The Homeowner's Association may enforce its right to collect such assessment by the commencement and maintenance of a suit at law or in equity against the Member who owned the subject realty during the period of time such unpaid assessments accrued. The Board may collect attorney's fees and any other costs incurred in collection. In addition, the Board may enforce the lien by sale in accordance with Section 35-5-101, et seq., of the Tennessee Code Annotated free

from the statutory right of redemption, homestead, elective share, rights of appraisal or evaluation, and any and all other rights or exemptions whether statutory or equitable, all of which are expressly waived by any member accepting a deed of any Lot in the Subdivision or any subsequent section.

Notwithstanding anything above stated, any dues, membership fees or assessments must be at least sixty (60) days in arrears before the President or the Board of Directors is authorized to file any such lien. The Board or its President is hereby authorized to release any such liens filed in the Office of the Register of Deeds.

A person who has not paid any dues, fees or assessments as provided in these By-Laws within fifteen (15) days after the date said payment is due shall be considered delinquent and shall not be entitled to vote at any meeting or to serve as a Director.

DUES

Membership dues, fees and assessments for each subdivision will be established by the Board of Directors. Dues shall be paid quarterly in advance except upon the first sale at which time said dues shall be prorated and paid through the end of that particular year. A licensed contractor building a house for speculation shall be exempt from dues for a period of time not exceeding one (1) year from the completion of such residence. The developer (**WILLIAM T. HALL and wife, JANET G. HALL**) shall be exempt from dues on any unimproved lots and shall have the same one (1) year exemption as any licensed building contractor as to those lots which are improved.

PURPOSES OF THE ASSOCIATION

The purposes of the Homeowner's Association will be as follows:

(1) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping, decorative fencing, entrance signs, street signs, speed limit signs, etc. located at the entrance way to the subdivisions. This maintenance of entrance way may include erection of a manmade structure such as brick columns, etc. in addition to shrubbery, however such manmade entrance way must be approved at the annual meeting or at a specially called meeting of the membership.

(2) To erect and maintain such street signs as are deemed by the board to be attractive and functional for the subdivision, if not provided by a utility company.

(3) To maintain the drainage basin(s), floor area(s) and retention basin(s) which are within or which are servicing the subdivision, to include, but not be limited to, screening by use of trees, the establishment of grass, ground cover or sod wherever appropriate, the repair or installation of any levees, banks, swales or other structures necessary to control the flow and retention of surface water, to clear and remove any structures or substances which may impede or retard the flow and retention of surface water, and to take such steps as are necessary to prevent and control erosion within the subdivision. The Homeowner's Association shall continuously maintain such basin(s) and area(s), whether or not they are shown on the recorded plat. This purpose will remain as a restriction on the recorded subdivision and shall be on each lot for the benefit of all lots, until the sooner of (a) the expiration of the Deed of Restrictions, or (b) such maintenance is accepted by Cheatham County, Tennessee.

(4) To provide for the maintenance, repair, irrigation and replacement of the exterior landscaping of any "roadway islands" in the subdivision.


(5) To mow and clean any lot which is not being maintained in accordance with the Deed of Restrictions as to **MAPLE HILLS** and to assess the costs thereof to the lot owner.

(6) The purpose of this Association is not as a political or activist group and it is not formed for the purpose of participating in any litigation or activities outside the above stated purposes.

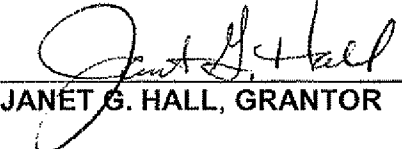
(7) To maintain a swimming pool, pool house, and the lot on which the same are located, walking trails, open spaces, and recreation areas, if the developer or the association chooses to place any of these in any of the developments.

EASEMENT

A perpetual easement shall be reserved for the purpose of the construction and maintenance of common area entrance walls, signage, fences, landscaping, lighting, etc. Such improvements shall be maintained by Developer until such time that Developer assigns responsibility for this maintenance to the **MAPLE HILLS** Homeowners Association. The cost of such maintenance shall be born by the Lot owners in any and all existing or future sections of **MAPLE HILLS** and/or any other named subdivisions developed on this parcel of realty which are made subject hereto.



WILLIAM T. HALL, GRANTOR
by JANET G. HALL by P.O.A.



JANET G. HALL, GRANTOR

STATE OF TENNESSEE

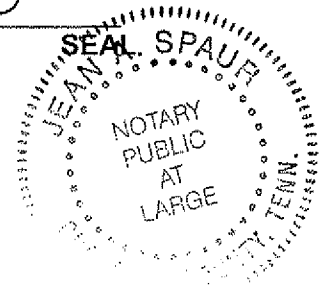
COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public, in for the State and County aforesaid, **JANET G. HALL**, to me personally known (or proved to me on the basis of satisfactory evidence), to be the person who executed the foregoing instrument in behalf of **WILLIAM T. HALL**, and who further acknowledged that such person executed the same as the free act and deed of **WILLIAM T. HALL**, pursuant to a power of attorney of record in Deed Book 451, Page 457, Register's Office for Cheatham County, Tennessee.

Witness my hand, at office, this 9th day of October, 2007.

Jean A. Spaur
NOTARY PUBLIC

My Commission Expires: 3-16-08



STATE OF TENNESSEE

COUNTY OF MONTGOMERY

Personally appeared before me, the undersigned Notary Public in and for the State and County aforesaid, **JANET G. HALL**, the within named bargainor, with whom I am personally acquainted (or proved to me on the basis of satisfactory evidence), and who acknowledged the execution of the within instrument for the purpose therein contained on this 9th day of October, 2007.

Jean A. Spaur
NOTARY PUBLIC

My Commission Expires: 3-16-08

